## Remarks

This response is in reply to the Office communication mailed February 6, 2008. Unless otherwise indicated, page and paragraph references are to that Office communication.

### Changes Made

Claim 1 has been amended to recite that the client invokes the Web service from the Web service provider "over a communication path between said client and said Web service provider", that a transport binding is selected in a selection process "over said communication path", and that subsequent communications are conducted "over said communication path" using the selected transport binding.

Claims 2-8 have been amended to reflected the fact that claim 1 as amended already refers to a communication path.

Claims 10-17, directed to apparatus, and claims 18-20, directed to program storage devices, have been cancelled with the intention of presenting them in one or more continuing applications. In so cancelling, applicant makes to admission regarding their patentability over the art cited and expressly reserves the right to present these or other claims in such continuing applications.

Finally, the title has been amended to reflect the cancellation of the non-method claims.

Claims 1-9 as amended remain pending.

### Claim Rejections—35 U.S.C. § 102

Claims 1-9 stand rejected under 35 U.S.C. § 102(e) as being anticipated by Brown et al., U.S. Patent Application Publication 2004/01996636 ("Brown"). This rejection is respectfully traversed.

Claims 1-9 as amended are directed to method for invoking a Web service in a service-oriented architecture in which a client invokes the Web service from a Web service provider over a communication path between the client and the Web service provider using a dynamically selected transport binding. In accordance with the invention, a transport binding for a Web service invocation from the Web service provider is first selected in a selection process over the communication path using a first transport binding. Subsequent communications between the client and the Web service provider relating to the Web service invocation are conducted over the communication path using the transport binding selected in the selection process using the first transport binding.

Brown is directed to the automatic generation of a database invocation mechanism for external Web services. While Brown does relate to Web services and is thus more pertinent in this respect than the reference previously cited, it does not anticipate applicant's claimed invention, nor does it render applicant's claimed invention obvious. More particularly, Brown does not teach using a first transport binding for a selection process over a communication path between a client and a Web service provider, then using a transport binding selected in the selection process for subsequent communications between the client and the Web service provider as claimed by applicant.

While Brown does refer to a "transport protocol" in paragraph 26, to "binding information" in paragraphs 32 and 34 and to a "transport mechanism" in paragraph 43, there is no discussion of just how such things are selected, much less selected in the manner claimed by applicant. Indeed, the statement in paragraph 26 that the XML messages 31 (Fig. 2) are placed in a wrapper 33 "in such a way that masks the underlying transport protocol" suggests that transport bindings and the like are only a peripheral concern for Brown. That is to say, while such transport bindings must be used, the application does not address them in any particular detail, certainly not in such in a manner as to suggest the two-step procedure of applicant's claimed invention.

Claim 4 as amended is further believed to distinguish patentably over Brown by virtue of its recitation that the selected transport binding is negotiated directly between the client side and the server side of the communication path. Even if Brown were thought to teach the selection of a

service binding, it certainly does not teach negotiating such a binding between the client side and the server side as claimed by applicant. Brown is in fact silent about negotiating anything.

Claim 6 as amended is further believed to distinguish patentably over Brown by virtue of its recitation that the method steps are performed by an intermediary node with an adjacent node along the communication path between the client and the server, while claim 7 as amended is further believed to distinguish patentably over Brown by virtue of its recitation that a transport binding is negotiated between each pair of adjacent nodes along the communication path between the client and the server.

The Examiner points to Figs. 1 and 6 and paragraphs 25-26 and 43-45 of Brown for their alleged teachings of these features. However, Fig. 1 shows a direct connection between a service requester 13 and a service provider 11, while, similarly, Fig. 6 shows direct connections between SOAP clients 61a and 61b and Web browser 62 on the one hand and application server 63 on the other. Neither of these figures shows intermediary nodes between a client and a server. And while paragraph 25 refers to a router, the Internet and "other connections" between the client and the server, there is no teaching of performing a process of selecting a transport binding between an intermediate node and an adjacent node as recited in claim 6, nor is their any teaching of negotiating a transport binding between each pair of adjacent nodes as recited in claim 7.

Claims 8 and 9 as amended are further believed to distinguish patentably over Brown by virtue of the recitation in claim 8 of the steps of determining whether the server side is capable of negotiating a transport binding and, if so, negotiating a transport binding with the server side, otherwise, selecting a transport binding on the basis on information available on the client side of the communication path without negotiating with the server side. The Examiner points as before to paragraphs 25-26 and 43-45 for their alleged teaching of these features. However, there is no teaching of a binding selection process anywhere in these paragraphs, much less one that determines whether a server side is capable of negotiating a transport binding and acts on the basis of such determination.

**Conclusion**

Entry of this amendment and reconsideration of the application as so amended are respectfully requested. It is hoped that upon such consideration, the Examiner will hold all claims allowable and pass the case to issue at an early date. Such action is earnestly solicited.

Respectfully submitted,
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